

1 (The document referred to was
2 marked for identification as
3 Enforcement Bureau's Exhibit
4 No. 27.)

5 BY MR. EVANS:

6 Q All right. Mr. Jones, do you have that document
7 before you?

8 A Yes, sir.

9 Q And I believe you had an opportunity to look at it
10 earlier. Do you need to look at it again to familiarize
11 yourself with it?

12 A I would like to, if that's all right?

13 Q Okay.

14 A I haven't seen it in some time.

15 Q Yes.

16 JUDGE STEINBERG Okay. Let's go off the record
17 while you do that.

18 (Off the record at 10:52 a.m.)

19 (On the record.

20 JUDGE STEINBERG: We're back on the record.

21 BY MR. EVANS:

22 Q Have you had a chance to review the document now,
23 Mr. Jones?

24 A I have leafed through it, yes

25 Q And can you just tell me generally what the

1 document is?

2 A It looks like filings that took place to the FCC
3 concerning the special temporary authority, the review and
4 also a stay.

5 Q Okay. And was this document filed by your
6 attorneys, Alee's attorneys?

7 A Yes. Drinker, Biddle and Reath.

8 Q And was it done at the direction of the Executive
9 Committee?

10 A Yes, after discussion with our attorneys.

11 Q Okay.

12 MR. EVANS: Your Honor, I'd like to move the
13 admission of Enforcement Bureau Exhibit 27.

14 JUDGE STEINBERG: Any objections?

15 MR. HILL: Yes. I object to -- these are meetings
16 worked up by a lawyer and I don't what their probative value
17 would be as to the truth or falsity of anything stated
18 herein that the efficacy or lack thereof, legal arguments --

19 MR. EVANS: Well --

20 MR. HILL: What's the purpose here?

21 MR. EVANS: -- well, I think that the document
22 will have a number of purposes but I mean maybe the easiest
23 one to point to is that there's been testimony **both** by Mr.
24 Jones and his direct case and some of the other witnesses
25 we've seen about the suffering that Alee has experienced as

1 a result of the loss of it's license and the fact that
2 they're now asserting that they have another 10 year license
3 term certainly *goes* to the suffering argument but there are
4 some other aspects to it, too, that we might get into later.

5 JUDGE STEINBERG: Okay. I'll overrule the
6 objection and receive Enforcement Bureau Exhibit 27.

7 (The document referred to,
8 previously identified as
9 Enforcement Bureau's Exhibit
10 No. 27, was received into
11 evidence.)

12 BY MR. EVANS:

13 Q Now we may come back to this later, Mr. Jones, but
14 just before we put this document away for a minute is it a
15 fair summary to say that Alee is now asserting to the
16 Commission that it is entitled to an additional 10 year
17 license term for New Mexico 3?

18 A Once again, I haven't read it in detail.

19 Q Well, let me **ask** you, even apart from this
20 document is it your understanding that Alee is claiming that
21 it's entitled to another 10 years on its license for New
22 Mexico 3?

23 A I think Alee is attempting *to* determine that
24 issue, okay.

25 Q Well, when you say it's attempting *to* determine,

1 it's asserting to the Commission that it is entitled to --

2 A It's asserting that I believe based upon advise of
3 counsel and their interpretation.

4 Q Okay.

5 JUDGE STEINBERG: Well, it's asserting that, okay,
6 Alee filed a renewal application, correct?

7 THE WITNESS: Yes, sir.

8 JUDGE STEINBERG: And the Commission granted the
9 renewal application, correct?

10 THE WITNESS: Yes, sir.

11 JUDGE STEINBERG: And then the grant became final,
12 correct?

13 THE WITNESS: Yes, sir.

14 JUDGE STEINBERG: And then after the grant became
15 final the staff attempted to take that license away?

16 THE WITNESS: Yes, sir.

17 JUDGE STEINBERG: And what Alee is asserting is
18 that the Commission can't do that.

19 THE WITNESS: That I believe is correct.

20 JUDGE STEINBERG: And that the new license which
21 has a life of 10 years and that Alee should be committed to
22 operate under its new license for the next 10 year period?

23 THE WITNESS: Per discussion with counsel that I
24 believe is their belief.

25 JUDGE STEINBERG: And that's your belief? Alee's

1 belief?

2 THE WITNESS: Based upon advise of counsel.

3 JUDGE STEINBERG: Okay.

4 BY MR. EVANS:

5 Q And do you also believe that in order to take your
6 new 10 year license away the Commission has to go through a
7 new revocation proceeding?

8 A I am not sure about the specifics of what the
9 procedures would be but I believe those are the comments
10 that we received from the attorney, yes.

11 Q Okay. And if that's what your attorneys have
12 asked the Commission or have asked of the Commission that
13 would be Alee's position on the subject?

14 A I would -- if that is appropriate, yes, we will
15 follow through with that.

16 JUDGE STEINBERG: Wait a minute. Your attorneys
17 would not ask the Commission to do something or take any
18 action that Alee disapproved of, would it?

19 THE WITNESS: No, they would not.

20 JUDGE STEINBERG: Okay. So by filing this I mean
21 did somebody from Alee review the request for stay before it
22 was filed?

23 THE WITNESS: Yes. I believe that would have been
24 Bob Bernstein and Becky Jo Clark.

25 JUDGE STEINBERG: Okay. Maybe they're the more

1 appropriate people to ask but, in general, whatever your
2 attorneys file on behalf of Alee is with the consent and
3 approval of Alee?

4 THE WITNESS: That is correct.

5 BY MR. EVANS:

6 Q And just one last point. With respect to the
7 request for stay, which is the first part of the document
8 that's before you, is it your understanding that Alee is
9 attempting to keep the Commission from processing
10 applications to replace Alee as the New Mexico 3 licensee?

11 A I think that it's not their attempt to keep it,
12 it's very simply they want to have clarification as to the
13 issue before the license is auctioned off.

14 Q Okay. Well, whatever is contained in the request
15 for stay would that be Alee's position on the matter?

16 A I would have to say yes because that was prepared
17 by our counsel.

18 Q Okay. Thank you. I hadn't really intended to get
19 into it at this time but -- I'd like to return to a subject
20 that you were discussing with Mr. DeJesus before the break.
21 I believe that you indicated that there had been some minor
22 changes in the partnership interest that occurred in the
23 early 1990s, right?

24 A Yes. It would be the capital call and then there
25 may have been another transaction.

1 Q And what was the other transaction?

2 A I'm not sure without seeing all of the facts in
3 front of me, sir.

4 Q Okay. Well, you saw Enforcement Bureau Exhibit
5 14, which was the amendment that you signed reporting
6 certain changes?

7 A Yes, sir.

8 Q Now, obviously, the changes in the partnership
9 interest occurred prior to then, right?

10 A Yes, sir.

11 Q What I'd like to do is see if we can be a little
12 bit more specific about when the changes occurred. First of
13 all, wasn't there a change in the interest of Mr. Bunis?

14 A Yes, there was.

15 Q And what was that?

16 A Mr. Bunis owned a four percent interest and sold
17 two percent of that interest to Cellular Dreams.

18 Q Cellular Dreams?

19 A Cellular Dreams, another partnership who is a
20 partner in Alee Cellular.

21 Q Okay. And when we say Mr. Bunis we're referring
22 to Mr. Joel Bunis?

23 A Yes, sir.

24 Q And when did that sale occur?

25 A Once again, I don't know the exact date.

1 Q Let me show you a document which may refresh your
2 recollection.

3 MR. EVANS: Is it okay if I approach the witness?

4 JUDGE STEINBERG: Yeah.

5 BY MR. EVANS:

6 Q I'm showing the witness a document that was
7 produced in the course of discovery. I'm not going to offer
8 it as an exhibit but I'll show it to counsel. I'd like you
9 to take a look at this document, Mr. Jones.

10 A Okay.

11 MS. LANCASTER: Could you, please, identify it so
12 that we know what you're talking about?

13 MR. EVANS: Oh, okay. I'm sorry. I'll show it to
14 the Bureau.

15 THE WITNESS: Yes, sir?

16 MR. EVANS: I'll just show it to the Bureau before
17 I ask you further questions.

18 (Pause.)

19 BY MR. EVANS:

20 Q Does that document refresh your recollection, sir.
21 as to when the transaction with Mr. Bunis occurred?

22 A Yes. I believe it's dated June of '91.

23 Q Yes.

24 A Yes, sir.

25 Q So the sale occurred in that time frame?

1 A It would have occurred roughly around that date,
2 yes.

3 Q Now the other minor changes in the partnership
4 interests that occurred how would we be able to determine
5 exactly when those happened?

6 A Based upon the capital calls and the schedule that
7 was used to calculate the new percentages.

8 Q Well, let's see if we can just use your memory for
9 a second and that may shorthand the situation. The first
10 capital call occurred in about 1988, I think you said
11 earlier --

12 A Yes.

13 Q -- around the time of the first partnership
14 meeting?

15 A Mm-hmm.

16 Q And then were there any capital calls in the 1988
17 to 1990 period?

18 A There would have been capital calls that -- I
19 believe there was only one capital call done by Mr. Kane and
20 the other capital calls were done out of my office. We
21 didn't take control of that until the early part of 1990 and
22 we made capital calls as needed.

23 Q Okay. so, roughly, how many capital calls
24 occurred between let's say 1990 and the end of 1992?

25 A I don't know, sir.

1 Q Let me show you another document which I hope will
2 help you. Looking at the document that I've shown you
3 there, Mr. Jones, does that help you recall when the various
4 capital calls were made?

5 A It reflects the capital call but no date, sir.

6 Q Well, by looking at the document can you associate
7 a date with the various capital calls?

8 A Based upon the first seven capital calls occurring
9 prior to the transfer to Bunis I would have to guess that
10 they took place prior to that date.

11 Q Okay. And then let's look at the capital calls
12 that occurred after the Bunis transaction.

13 A Capital call eight through 12 and capital call 13
14 through 14.

15 Q Okay. Well, were recalculations done as a result
16 of capital calls eight through 12?

17 A Recalculation was done after capital call number
18 12 when we offered the unpaid amounts of those capital calls
19 to the other partners.

20 Q Okay. So were there unpaid amounts in capital
21 calls nine, 10 and 11 and 12?

22 A Yes, there were.

23 Q okay. And *what's* your best memory about when
24 capital calls nine through 12 were made?

25 A I don't know those dates in specific, sir. I'd

1 only be guessing.

2 Q Okay.

3 A And there was a period of time where we had
4 capital calls and another period of time where we didn't
5 have them for a period of time.

6 Q Okay. I think you indicted that the schedules
7 would tell you when the capital calls occurred, is that
8 right?

9 (Multiple voices.)

10 A If I had scheduled in conjunction --

11 Q -- to show you to refresh your recollection what
12 would

13 A Okay.

14 Q -- it be?

15 A Yeah. Pardon me?

16 Q What would the document be that would tell you
17 when the capital calls occurred?

18 A It would be the certified return receipts that
19 were submitted with all capital calls. Each capital call
20 that took place we sent them out certified, return receipt.
21 That would be more specific as to the dates.

22 Q Okay. I'm going to show you two additional
23 documents, Mr. Jones, in the hope that they will --

24 A Sure. Okay. This document represents capital
25 call number 11.

1 Q And when was that?

2 A That took place March 30th of 1992.

3 Q And how about capital call 12?

4 A There's nothing on these documents to disclose
5 that date.

6 Q Oh, I'm sorry.

7 A Okay. These are capital calls nine and 10.

8 Q Okay. Does that refresh your recollection as to
9 approximately when those occurred?

10 A This is the approximate date that they would have
11 been sent out.

12 Q And when was that?

13 A August 20th of '91 for capital call nine and
14 November 6, '91 for capital call 10.

15 Q Okay. Now based on your review of the first
16 document that I showed you which was the sort of rider I
17 think you indicated that there were some adjustments made in
18 the partnership interest I guess after capital call 12?

19 A That schedule would reflect all recalculations and
20 changes that took place.

21 Q Would you like to look at that again?

22 A If I may. Not that, the other schedule.

23 Q This one?

24 A Yeah. Okay. I'm sorry. I thought you left it on
25 your desk. Yes. A recalculation would have taken place

after capital call 12 and after the submission of additional
2 funds that were sent out to other partners to make up any
3 defaulted capital calls.

4 Q Okay. And how soon after capital call 12 went out
5 would the recalculation of partnership interest have
6 occurred?

7 A Once again, I would be guessing but I would
8 imagine prior to December 31st when I would have had to have
9 filed a tax return for percentages of ownership if not
10 sooner.

11 Q Okay. So the tax return for 1992 would reflect
12 that?

13 A I can't confirm that because I don't have a date
14 as to when this recalculation was done, sir.

15 Q Well, let me show you --

16 A Okay.

17 Q -- let me show you one more document.

18 A Okay. Capital call number 12 would have taken
19 place in '92, October of '92, but I don't know when the
20 amounts paid would have been sent out and come back in. If
21 that occurred before December 31st then this recalculation
22 probably took place around December 31st of '92, but I'd be
23 guessing.

24 Q Okay. But the partnership's tax return for '92
25 would tell you that, if you -- part of that?

1 A Yes. When the recalculation was done, once again,
2 certified mail is sent out to all partners informing them of
3 the -- providing them with that schedule and informing them
4 of the changes.

5 Q Okay. But do you know whether that's a document
6 that was provided to the other parties?

7 A Yes, it was.

8 Q Okay.

9 A Everything was in the same binder

10 Q Okay. Now were there any other changes in the
11 partnership interests other than the ones we just talked
12 about? By that I mean the one that Mr. Bunis and the
13 recalculation that occurred after capital call 12?

14 A I believe that reflected two more capital calls,
15 13 and 14.

16 Q Yes.

17 A And if there were people that did not make those
18 final capital calls then there would have had to have been a
19 recalculation at that time

20 Q Let me ask you something. If a capital call was
21 not made by a partner in response to a particular capital
22 call was a recalculation done immediately or did you
23 accumulate a number of instances where a partner did not
24 meet a capital call before a recalculation was done?

25 A Based upon that schedule and the best of my

1 recollection they were done at the time that they reflect
2 there as opposed to individually.

3 Q Well, let me -- I'm sorry. I keep taking the
4 document away from you because I think we're done, but let
5 me give it back.

6 A That's fine. Yes?

7 Q Well, let's take capital call nine, for example.
8 Did all of the partners meet that capital call?

9 A Capital call nine? No. It reflects that two
10 individuals did not make that capital call, Mulvaney and
11 Burnstein.

12 Q Okay. And under the terms of the partnership
13 agreement wouldn't that have resulted in a recalculation of
14 the partnership interest?

15 A I'd have to review the document again but I
16 believe that -- I don't recall whether it was specific at
17 all as to that time period.

18 Q What do you mean you don't believe it was specific
19 to --

20 A I said I'd have to review the document one more
21 time as to that area.

22 Q The partnership agreement?

23 A The partnership agreement.

24 Q Okay. Well, let me just **ask** you, after capital
25 call nine was a recalculation done?

1 A Based upon this, no.

2 Q Do you know why it was not done?

3 A I do not know other than the fact that we were
4 more focused on obtaining the funds so that we, in turn,
5 could continue the operation going forward.

6 Q Okay. Did all the partners meet capital call 10?

7 A No. The same two partners that didn't meet
8 capital call nine did not meet capital call 10.

9 Q Did all of them meet capital call 11?

10 A No. There were four partners that did not make
11 capital call 11.

12 Q And what about capital call 12?

13 A Capital call 12, there were also four partners
14 that did not make that capital call

15 Q All right. Do you recall the circumstances under
16 which it was decided to do a recalculation of the
17 partnership interest?

18 A At a partnership meeting in reviewing the
19 information on the capital calls the partners in attendance
20 asked us to resubmit to those parties who, in turn, did pay
21 to see whether we could recover any of the defaulted
22 payments.

23 JUDGE STEINBERG: What do you mean by resubmit?
24 In other words, ask the people that didn't pay to pay at
25 that time?

1 THE WITNESS: No. The people that did pay had the
2 opportunity to --

3 JUDGE STEINBERG: Buy more?

4 THE WITNESS: -- to buy more.

5 BY MR. EVANS:

6 Q And when was that partnership meeting?

7 A Once again, sir, I don't have any dates here so it
8 would have had to have occurred after capital call 12 but
9 before capital call 13.

10 Q Okay. Okay. Were there any votes taken by the
11 partners let's say between 1992, at the end of 1992, and the
12 capital call 13?

13 A If we had a partnership meeting then, yes, there
14 would have been votes taken. I don't know, once again,
15 whether we had a partnership meeting at this time. I don't
16 recall.

17 Q At which time?

18 A Based upon the question you just asked, that time
19 lapse.

20 Q At, roughly, the end of '92?

21 A Between the calculations was I think your question
22 --

23 Q Right.

24 A -- as to that number. I cannot address that
25 because I don't have the dates. There are times when we

1 would have a partnership meeting and determined to have a
2 capital call based upon the partners' decision and it might
3 be a capital call that was spread out over two or three
4 capital calls rather than just one capital call.

5 Q Okay. And when the recalculation of the
6 partnership percentages is done --

7 A Your Honor's.

8 Q -- in the way that you've just described that
9 affects the partners votes on partnership issues, right?

10 A That is correct. But if you review even the
11 changes from inception to that date the changes in their
12 ownership were fractional. There would have been no change
13 of control within the partnership as a result of this.

14 Q Okay. There's a document that's been pre-
15 exchanged as Enforcement Bureau Exhibit 24 [sic]. I'd like
16 to ask that we identify that document, which is a 12 page
17 document which is the general partnership's -- wait a
18 minute, I'm sorry, I'm looking for the partnership
19 agreement. It's Bureau Exhibit 23. And that is a 14 page
20 document and it includes a page that the Bureau added
21 yesterday to whatever -- they submitted and it's entitled
22 "Agreement of General Partnership."

23 JUDGE STEINBERG: Okay. Let me ask Mr. DeJesus,
24 do you care if Mr. Evans identifies your exhibit?

25 MR. DeJESUS: No, Your Honor.

1 JUDGE STEINBERG: Okay. So we have -- this is
2 number 23.

3 MR. EVANS: Enforcement Bureau --

4 JUDGE STEINBERG: 13 pages?

5 MR. EVANS: No, 14 pages.

6 JUDGE STEINBERG: Okay. Well, then am I missing
7 two pages? Oh, no, no. Okay. I have 14. So the page
8 you -- Exhibit A is page 14?

9 MR. EVANS: Yes, Your Honor.

10 JUDGE STEINBERG: Okay. The document described by
11 Mr. Evans which is an agreement of general partnership will
12 be marked for identification as Enforcement Bureau Exhibit
13 23.

14 (The document referred to was
15 marked for identification as
16 Enforcement Bureau's Exhibit
17 No. 23.)

18 THE WITNESS: Is this last Exhibit A part of the
19 document, sir?

20 JUDGE STEINBERG: Yeah, that will be page 14 of
21 Exhibit 23.

22 THE WITNESS: Okay.

23 BY MR. EVANS:

24 Q Okay. Now I had asked you earlier some questions
25 about how the changes in the partnership interest occurred

1 and you said -- I thought if you looked at the document, the
2 partnership agreement, that would help you to answer.

3 A Yes, sir.

4 Q Do you want to do that now?

5 MR. EVANS: Do you want to save tape here, Your
6 Honor?

7 JUDGE STEINBERG: Sure. Let's go off the record.

8 (Off the record at 11:22 a.m.)

9 (On the record at 11:23 a.m.)

10 BY MR. EVANS:

11 Q Okay. Did you have an opportunity to review the
12 document, Mr. Jones?

13 A Yes, sir.

14 Q Did you review paragraph 21 of Bureau Exhibit 23?

15 A Yes, sir.

16 Q And does that help you to explain how partnership
17 interests are altered in the event that capital calls are
18 not met?

19 A Yes, sir.

20 Q Could you explain that for us?

21 A The partnership takes a two thirds majority vote
22 to determine a capital call, each partner's given 30 days
23 from the date of *the* assessment to pay the capital call. If
24 any partner's unwilling or unable to make the capital call
25 they're deemed to be in default. The remaining partners

then have a right to divide the delinquent payment amongst themselves equally and make payment on behalf of the defaulting partner.

The defaulting partner then has 30 days to reimburse the partners on a pro rata portion of the capital call plus interest at 12 percent. If the defaulting partner fails to reimburse the defaulting partner's interest shall be diluted and each new partner's -- and each partner's new interest in the partnership shall be recalculated factoring the total paid into the capital account of the partnership by the total contributions received into the partnership by all partners.

Q Okay. So did Alee go through the process that you've just described when the partners did not make their capital calls for capital calls nine, 10, 11 and 12?

A For capital calls nine, 10, 11 and 12 my recollection is the defaulted amounts were offered to those partners who did not default and give them an opportunity to pay their pro rata share.

Q And was it done as this paragraph suggests, within 30 days of the failure by the partner to make his capital call?

A I believe it states that each partner is given 30 days to contribute their capital call, sir. Then the second process begins.

1 Q Okay. And the second process takes place 30 days
2 after that, right?

3 A It's not specific.

4 Q Okay. So how did it occur?

5 A Based upon what I'm looking at here it appears
6 that the additional, the unpaid portion, was then offered to
7 those who, in turn, paid the amounts to, in turn, make up
8 any of those delinquent payments. Once again, I'm going by
9 this schedule without all of the facts in front of me.

10 Q Okay. So your best recollection at this time is
11 that the recalculation was done after capital call 12 --

12 A Yes, sir.

13 Q -- and not earlier?

14 A Yes, sir.

15 Q Okay. We might want to look at this at this
16 exhibit later but I want to direct your attention to the
17 insert page that I just gave you, which is page 14 of the
18 exhibit.

19 A Yes, sir.

20 Q I notice that it show there that Terry Jones is
21 listed as a partner in the general partnership.

22 A That's an error, sir.

23 Q You're not personally a partner, are you?

24 A No. The Northeast Cellular Associates is the
25 partner.

1 Q And do you know why your name is listed here as an
2 individual partner?

3 A I don't know, sir.

4 Q Did you actually sign a partnership, a general
5 partnership, agreement?

6 A I don't recall.

7 Q Well, do you know if there's a page that looks
8 similar to the one that you're looking at, page 14 of this
9 exhibit, that is signed by all the partners?

10 A I would have to assume that. I don't have that in
11 front of me, sir.

12 Q Where would that document be if it exists?

13 A Once again, this is a document that was created by
14 Allan Kane, TCC, when they pulled this partnership together.
15 If it came over from him when we fired him as manager that
16 would have gone -- the legal documents went to Bob
17 Bernstein

18 Q Okay. Have you ever taken any steps to correct
19 the designation of you not being a partner?

20 A Other than seeing it here I didn't know that it
21 was incorrect, sir. I've always submitted it as Northeast
22 Cellular Associates. I've always reflected it that way.

23 Q Okay.

24 A That's the way it was disclosed I believe to the
25 Commission as well.

1 Q Okay. I'd like to show the witness a document.
2 I'm not sure whether I'm going to offer it but as long as
3 he's looking at it I think I'll identify it as an exhibit
4 and it's a page from the FCC's Rules for 1992, specifically
5 Rule 22.922. I'll ask if you can -- it's a one page
6 document and I'll ask that it be identified as Intervenor's
7 Exhibit 1.

8 JUDGE STEINBERG: Okay. The document described
9 will be marked as Intervenor's Exhibit 1.

10 (The document referred to was
11 marked for identification as
12 Intervenor's Exhibit No. 1.)

13 And this came out of a 1990 Rulebook?

14 MR. EVANS 1992.

15 JUDGE STEINBERG: C.F.R.?

16 MR. EVANS Yeah.

17 JUDGE STEINBERG: 1992?

18 MR. EVANS: Yes.

19 JUDGE STEINBERG: C.F.R.?

20 MR. EVANS: Yes.

21 BY MR. EVANS:

22 Q And while I'm distributing the document, Mr.
23 Jones, maybe you can direct your attention to the part at
24 the bottom of page 203 that says, "22.922."

25 A 22.922?

1 Q Right.

2 A It's right in the middle. Okay.

3 (Pause)

4 Okay.

5 Q All right. Have you ever seen that Rule before,

6 Mr. Jones?

7 A Not specifically, discussed with our counsel.

8 Q And when you say discussed with your counsel were
9 you generally aware in let's say the 1990 to 1992 period
10 that there was a prohibition on the transfer of cellular
11 interests?

12 A We were informed by our counsel as to not to
13 transfer anything. When we had a transfer, which I believe
14 the first one was the Bunis transaction, they informed us
15 that it was okay to do.

16 Q So you went ahead and did that?

17 A Yes, sir. With their advice and counsel.

18 Q Okay. And the adjustments of the partnership
19 interest that we were just talking about did they advise you
20 that that was okay, also?

21 A Yes, sir.

22 Q Well, let me direct your attention back to Bureau
23 Exhibit 14 in your binder there. Specifically I want to
24 direct your attention to the paragraph that is right above
25 your signature.